

MEMORANDUM OF UNDERSTANDING
Between
FORNEY INDEPENDENT SCHOOL DISTRICT, on behalf of its POLICE DEPARTMENT
AND
CITY OF FORNEY, on behalf of its POLICE DEPARTMENT

This Memorandum of Understanding (MOU) is being executed by the Forney Independent School District (“Forney ISD” or the “District”), on behalf of its Police Department, (Collectively “Forney ISD Police Department”), in conjunction with the City of Forney, on behalf of its Police Department. These departments agree to abide by the terms and provisions of this MOU throughout the duration of this agreement.

I.
PURPOSE

The purpose of this MOU is to set out a common understanding of the policies and procedures that the Forney Police Department and the Forney ISD Police Department will follow in providing police service to the Forney ISD schools in the city of Forney, Kaufman County and the State of Texas. This MOU is a formal agreement to clarify jurisdiction, define parameters and areas of responsibilities, and to establish a spirit of cooperation to enhance the services both agencies provide to the citizens residing within the city limits of Forney in accordance with the provisions of the *Texas Education Code, Section 37.081*.

II.
MISSION

The mission of this MOU is to provide better utilization of resources by the Forney Police Department and the Forney ISD Police Department. Further, it will substantially increase cooperation between these two departments eliminating waste of public resources and resulting in better accumulation of crime analysis data and ultimately providing the safest environment possible for the school children of Forney ISD and reducing crime in the Forney city limits.

A. SERVICES PROVIDED AND RESPONSIBILITIES OF THE FORNEY POLICE DEPARTMENT

1. The Forney Police Department shall retain primary jurisdiction over property or areas not owned, leased, rented, or otherwise under the control of Forney ISD.
2. The Forney Police Department Public Information Office shall (except in cases of immediate life-safety emergencies when time is critical) notify the Forney ISD Communications Office prior to releasing information to the media or public in joint cases involving students, district employees, crimes involving district property or where the investigation involves the mutual interest of both the Forney ISD Police Department and Forney Police Department.
3. The Forney Police Department agrees to comply with notification of criminal activities involving students enrolled in Forney Independent School District schools pursuant to *Article 15.27 of the Texas Code of Criminal Procedures*.
4. Upon request of the Forney ISD Police Department, the Forney Police Department will assist the Forney ISD department or other lead agency in the reporting and investigating of major crimes against persons, including homicide, kidnapping, and suicide.
5. The Forney Police Department agrees to coordinate warrant service on District property with the Forney ISD Police Department.

6. The Forney Police Department, if able, agrees to assist the Forney ISD Police Department in response to barricaded person, hostage incidents or bomb threats occurring on Forney ISD campuses. Forney ISD Police Department will retain command of the incident unless command is relinquished to the Forney Police Department.
7. The Forney Police Department will provide gang unit assistance as able and available and share intelligence information regarding campus crime with the Forney ISD Police Department.
8. The Forney Police Department will agree to provide officer safety assistance and assist with officer back-up to officers employed by Forney ISD Police Department when requested and as resources allow to assist with the safety of Forney ISD Police Officers.
9. The Forney Police Department, when requested to and as able, agrees to provide additional continued access to specialized services for all Forney Independent School District campuses and facilities in the interest of public safety.
10. The Forney Police Department agrees to assist the Forney ISD Police Department in responding to active shooter calls on Forney Independent School District campuses as able. Active Shooter Incident Management calls for the establishment of Unified Command. Both the Forney ISD Police Department and Forney Police Department will participate in Unified Command as appropriate.
11. The Forney Police Department agrees to provide jail space in the event the need should arise from the Forney ISD Police Department. All costs incident to the provision of jail space for the reasons contemplated in this MOU shall be the responsibility of the Forney ISD Police Department, excluding normal and typical costs associated with the operation of the jail such as the provision of meals and clothing.

B. SERVICES PROVIDED AND RESPONSIBILITIES OF THE FORNEY ISD POLICE DEPARTMENT

1. Except as stated herein, the Forney ISD Police Department shall have primary jurisdiction and responsibility for all offenses that occur on property located within the geographical boundaries of Forney ISD. If circumstances require an immediate response within the Forney ISD boundaries, Forney Police Officers are present, and Forney ISD Police Officers are not available, then Forney Police Department shall assume primary control of the response until otherwise directed by Forney ISD Police Department.
2. The Forney ISD Police Department will endeavor to provide a safe and secure environment for students, staff, and citizens while those persons are participating in or attending school sponsored activities which includes, but not limited to, extra-curricular activities, students in transit to and from school in a Forney ISD vehicle, or any other school-sponsored or school related activity on or off campus.
3. The Forney ISD Police Department will protect the property including real and personal property located inside and outside the boundaries of Forney ISD that is owned, leased, rented, or otherwise under the control of Forney ISD.
4. The Forney ISD Police Department will endeavor to protect the personal property of those individuals engaged in school sponsored or school related activities.
5. The Forney ISD Police Department will enforce all laws, including municipal ordinances, county ordinances, and federal, state, and local laws.
6. The Forney ISD Police Department will initiate a crime offense report and investigate all crimes on Forney ISD campuses and facilities.
7. The Forney ISD Police Department will investigate all traffic crashes that occur on Forney ISD property and all crashes involving any Forney ISD owned vehicles.

8. The Forney ISD Police Department will agree to provide officer safety assistance and assist with officer back-up to officers employed by the Forney Police Department when requested and as resources allow to assist with the safety of Forney Police Officers.
9. The Forney ISD Police Department agrees to coordinate warrant service within the city limits of Forney with the Forney Police Department.
10. The Forney ISD Police Department will share gang and crime intelligence with the Forney Police Department on a continuous basis.
11. The Forney ISD Police Department shall adhere to Forney Police Department policy regarding the use of jail and shall provide the proper documentation regarding same.

III. DURATION

The term of this Agreement shall be for a period of one (1) calendar year from the date of execution of this Agreement by both parties. This Agreement may be renewed for additional one-year terms by the Forney ISD Police Department by providing Forney Police Department with a written notice of its intention to renew not later than thirty (30) days prior to the expiration of the then current term.

Nothing contained in this agreement shall waive the respective immunities of the City of Forney and Forney ISD.

IV. MUTUAL HOLD HARMLESS

Each Party shall be responsible for the action of each Party's own employees, officials, officers, and agents. The Parties expressly agree that nothing in this Agreement shall be construed as a waiver by the Parties of any rights, privileges, defense, remedies or immunities available to the Parties as governmental entities.

V. MISCELLANEOUS

A. Notice. Any notice, demand, or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the Party at the address set forth below:

To Forney Independent School District: Dr. Justin Terry, Superintendent 600 S. Bois D'Arc Street, Forney, TX 75126

To City of Forney: Anthony J. Carson, City Manager 101 Main Street East, Forney, TX 75126

Any Party may, at any time, by written notice to the other Party, designate different or additional persons or different addresses for the receipt of notices hereunder.

B. Legal Construction. No amendment, modification or alteration of the terms herein shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by both Parties.

C. Governing Law. The obligation and undertaking of each of the Parties to the Agreement are and shall be performed in Kaufman County, Texas. The validity of this Agreement and any of its terms and provisions, as well as the right and duties of the Parties, shall be governed by the laws of the State of Texas; and any venue for any action concerning this Agreement shall be in Kaufman County, Texas.

D. Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral and written previous and contemporaneous agreements between the Parties and relating to the matters of this Agreement.

E. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

F. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

G. Third Parties. This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in the Administrative Regulations, or any other attachment shall be construed to create, expand, or form basis for the liability to any third-party under any theory of law against either the City of Forney or Forney ISD unless such basis exists independent of this Agreement under State and Federal Law.

H. Waiver. No waiver of a breach or any provision of the Agreement by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

SIGNATORIES

The individuals signing below have been authorized to execute this Agreement on behalf of their respective entities. The Parties agree to comply with and be bound by the terms of this Agreement.

CITY OF FORNEY:

FORNEY ISD:

By: _____

By: _____

Date: _____

Date: _____

Anthony J. Carson
City Manager, City of Forney

Dr. Justin Terry
Superintendent, Forney ISD

By: _____

By: _____

Date: _____

Date: _____

Mica A. Lunt
Chief of Police, Forney Police Department

Joseph Sanders
Chief of Police, Forney ISD Police Department